

Exhibit A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

NYSCEF E-File Case

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SRINIVAS PARUCHURI

Index No.

Plaintiff,

_____/2022

-against-

SUMMONS

RE.IMAGIN, INC.; JENNIFER SNAPE; and “JOHN
DOE” and “JANE DOE,” numbers 1 through 10,
fictitiously named parties or entities, true names
unknown, the parties intended being the managers,
operators, or successors of the business being carried on
by defendants RE.IMAGIN, INC.; JENNIFER SNAPE,

Defendants.
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TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED TO ANSWER the Verified Complaint in this action
and to serve a copy of your Answer on Plaintiff, Srinivas Paruchuri, within twenty (20) days
after the service of this Summons, exclusive of the day of service, or within thirty (30) days after
service is complete if this Summons is not personally delivered to you within the State of New
York. In case of your failure to appear or Answer, judgment will be taken against you by default
for the relief demanded in the Complaint.

The basis of the venue designated is the residence of Defendant Jennifer Snape, principal
place of business of Defendant Re.Imagin Inc., and the county in which the causes of action set
forth in the Verified Complaint arose. Plaintiff designates New York County as the place of trial.

Dated: New York, New York
October 25, 2022

MOSS & MOSS LLP

By:



BRANDON MCKENZIE

Moss & Moss LLP

381 Park Avenue South

Suite 1220

New York, New York 10016

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

NYSCEF E-File Case

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SRINIVAS PARUCHURI

Index No.

Plaintiff,

_____/2022

-against-

VERIFIED
COMPLAINT

RE.IMAGIN, INC.; JENNIFER SNAPE; and “JOHN
DOE” and “JANE DOE,” numbers 1 through 10,
fictitiously named parties or entities, true names
unknown, the parties intended being the managers,
operators, or successors of the business being carried on
by defendants RE.IMAGIN, INC.; JENNIFER SNAPE,

Defendants.
-----x

Plaintiff, SRINIVAS PARUCHURI, by his attorney, BRANDON A. MCKENZIE, Of
Counsel to Moss & Moss LLP, for his Complaint against Defendants, alleges as follows, upon
information and belief:

NATURE OF THE ACTION

1. Plaintiff, Srinivas Paruchuri (“Vas”, “Plaintiff”) brings this action for breach of contract, fraudulent inducement, conversion, breach of fiduciary duty, quantum meruit, and unjust enrichment to recover damages sustained based on Defendants’ conduct.

2. Vas is a talented computer engineer who was brought on by Jennifer Snape (“Snape”), Founder and Chief Executive Officer (“CEO”) of Re.imagin, Inc. (“Company”), to be Co-Founder and Chief Technology Officer (“CTO”) of the Company in April of 2022. Per the terms of Snape and Vas’ agreement (“Agreement”), Vas was to produce a set of demonstration screens of Snape’s idea for a product designed for Private Equity firms that Snape could in turn show to venture capitalists in the United States and Europe to raise money for the Company. Additionally, as a part of the Agreement, Vas was to build a prototype of a product (“Product” or “Technology”) for the

Company within six (6) months. Snape promised Vas that, in exchange for the aforementioned services, Vas would receive an ownership stake of thirty-five percent (35%) equity in the Company, a seat on the Company's board, and an annual salary of \$150,000.00, with payment of the salary deferred until the first quarter of 2023. Snape represented to Vas that Salary payments were to be deferred because Snape needed to close a pre-seed round of financing for the Company, which she represented would be completed by August 31, 2022, for up to \$1,000,000.00, at a \$12,000,000.00 valuation cap. In fact, in June of 2022, Snape was actively representing to prospective investors that \$500,000.00 has been committed out of the \$1,000,000.00 total sought to be raised. Based on Snape's representations, both on behalf of herself and the Company, Vas forewent other paid opportunities and expended his own resources, both time and money, to build and advance the Company's Technology. In fact, Vas worked consistent seven (7) day work weeks for several months, including late nights and early mornings, to develop the Company's code base, even working European hours to accommodate Snape's schedule while Snape was in London and Italy with her fiancé for approximately one month. Snape frequently praised Vas' work product and provided warm and positive feedback. Given the demanding nature of the work and the anticipated demands of prospective clients of the Product, Vas brought on an additional engineer, Li Jie Ye ("Leaf Ye"), based out of Elmhurst, Queens. Because Leaf Ye and Vas knew one another before Vas commenced work with the Company, Leaf Ye agreed to work at a substantially reduced rate of \$40.00 per hour. The Company paid \$25.00 per hour of Leaf Ye's fees, and Vas paid the difference out of his own pocket. Despite Snape having represented at times that the pre-seed financing round had \$500,000.00 commitments out of a \$1,000,000.00 raise target, in late August, Snape began inexplicably altering Company documents, including changing parts of Vas' progress reports to indicate that previously completed work was not done. Snape failed to close the round

by August 31, 2022. On September 1, 2022, Snape called a meeting, which Snape called a board meeting, that was attended by Snape, Vas, Snape's father Allan Snape, and Snape's friend Peter Ngunyi. Despite Vas' board seat, Snape had not previously disclosed that her father and her friend were members of the Company's board, and, to date, Vas has seen no documentation indicating that the two are, or ever were, members of the Company's board or board observers. At the September 1, 2022 meeting, in a complete reversal from her prior praise, Snape assailed Vas' work. Snape's father and friend voiced their support for Snape's aspersions, after which Snape casually announced that she would be moving the close date of the pre-seed financing round to least December of 2022 or January of 2023. After the September meeting, Snape continued surreptitiously modifying company documents, materials, and data, often to restrict or reduce Vas' use or access. Snape also began sending emails to Vas in an apparent attempt to fabricate context for terminating their relationship. On September 9, 2022, Snape sent Vas an email suggesting that Snape considered subcontracting work to an external team to support Vas in building the Product and suggesting a substantial modification to the terms of the original Agreement. Under Snape's new proposed terms, Vas' title would change from CTO to "Senior Developer," Vas' compensation would drop from \$150,000.00 per annum to \$5,000.00 per month, and his equity ownership in the Company would drop from 35% to 4%. Vas did not accept Snape's proposed modification of the Agreement, and, despite no deadline having been expressed for acceptance or rejection of the proposed modification, Snape pronounced the offer to have expired and requested that Vas turn over all "company documents, credentials and assets." On September 16, 2022, Vas emailed Snape to object to her apparent "paper trail of falsehoods" sent via email, to advise her that her new proposal was "not in line with the terms of [their] agreement," to advise that he remained "ready, willing, and able to fulfill [his] role as CTO/cofounder" despite Snape preventing

him from accessing Company materials, and to offer to engage in conversations around amicable dissolution of the working relationship. Snape did not respond to that email and locked Vas out of various company accounts, including his own company email address. As of October 6, 2022, the Company's domain, Reimag.in, was offline. As of October 25, 2022, the domain was back online. As a result of Defendants' conduct, Vas has been damaged in an amount to be proven at trial, but, at a minimum, \$4,357,235.70.

PARTIES

1. Plaintiff SRINIVAS PARUCHURI ("Vas") is a natural person who presently resides at 25 Forest Street, Apartment 7J, Stamford, Connecticut 06901.
2. Defendant JENNIFER SNAPE ("Snape") is a natural person who resides at 215 West 79th Street, Apartment 4A, New York, New York 10024-6242.
3. Defendant RE.IMAGIN INC. is an unauthorized foreign business corporation, with a Delaware address of 1209 Orange Street, Wilmington, Delaware 19801, that has been openly operating in New York and maintaining a principal place of business at 215 West 79th Street, Apartment 4A, New York, New York 10024-6242.

VENUE AND JURISDICTION

4. This Court has jurisdiction over this matter because New York County, New York State is where Defendant Snape resides, where Defendant Re.imagin, Inc. has its principal place of business, despite not being authorized to conduct business in the State of New York, and where the causes of action set forth herein arose.

STATEMENT OF FACTS COMMON TO ALL CAUSES OF ACTION

5. On February 2, 2022 RE.IMAGIN, INC. was formed in Delaware (**EXHIBIT 1**).

6. In April of 2022, Vas was introduced to Snape by Devin Bostick during Snape's search for a technical co-founder for the Company.

7. On April 8, 2022, Snape made an offer by phone to Vas to become the Company's Co-Founder and CTO.

8. The principal terms of Snape's offer to Vas were as follows:

- a. Vas would become co-founder and CTO of RE.IMAGIN INC effective upon agreement;
- b. Vas would produce a set of demonstration screens of the Company's product for Snape to show to prospective investors;
- c. Vas would create a prototype of the product for the Company within six (6) months;
- d. Vas would receive a thirty-five percent (35%) equity ownership interest in the Company upon agreement;
- e. Vas would receive a seat on the Company's board upon agreement.
- f. Snape would fundraise on behalf of the company to raise a pre-seed financing round of \$1,000,000.00 on or before August 31, 2022;
- g. Vas would receive a salary of \$150,000.00, but payment of the salary would start in the first quarter of 2023 with a 4% inflation increase, bringing Vas' salary to \$156,000.00 per annum starting in 2023 (*See, EXHIBIT 2* – Company financial model).
- h. Vas would execute a confidentiality and intellectual property assignment deed (the "IP Deed" – **EXHIBIT 3**), drafted by and prepared by the Company.

9. On April 9, 2022, Vas accepted Snape's offer and commenced in his role at CTO pursuant to their agreement (the "Agreement").

10. On or about April 11, 2022, Snape sent Vas the Deed, dated April 11, 2022.

11. The Deed itself sets forth no consideration from the Company.

12. The Deed, according to page 7 thereof, is governed "in accordance with section 127 of the Corporations Act 2001 (Cth)," an Australian law.

13. The deed was signed by Snape on behalf of the Company.

14. The "witness" signature block for the witness to Vas' signature as Assignor was also executed by Snape prior to execution by Vas (*See*, **EXHIBIT 4**, the Deed signed by Snape twice before Vas executed the Deed).

15. In reliance on Snape's representations, individually and on behalf of the Company, Vas signed the Deed.

16. Vas fully performed under the Agreement.

17. Vas created demonstration screens.

18. Vas created a prototype, as well as additional work product, for the Company.

19. Vas forewent other opportunities to take the role of CTO and Co-Founder at the Company.¹

20. Vas forewent an opportunity to become an Adjunct Professor role at UCLA's math department, a role he was offered by the head of the department, but turned the role down upon Snape's recommendation.

¹ Vas was offered the role of co-founder at Reserv (*See*, <https://www.reserv.com/>, and <https://www.linkedin.com/company/reserv-ai/>), which had already close a seed round of \$8,000,000.00 dollars from Bain Capital (<https://www.finsmes.com/2022/07/reserv-raises-8m-in-seed-funding.html>) at the time the offer was made by the CEO, CJ Przybyl (<https://www.linkedin.com/in/cj-przybyl-9061383/>). That role would have secured Vas substantial compensation and equity in a well-funded early stage startup.

21. Vas consistently received warm and positive feedback on his work product from Snape prior to the August 31, 2022 close date for the financing round.

22. Snape, as Chief Executive Officer of the Company, represented to Vas that she would dedicate her professional efforts to raising a pre-seed financing round of \$1,000,000.00 for the Company by August 31, 2022 at a \$12,000,000.00 valuation cap.

23. By June of 2022, Snape was representing to prospective investors that she already had \$500,000.00 committed of the \$1,000,000.00 round (*See, e.g.* **EXHIBIT 5**).

24. In June, the investor deck that Snape created and used for fundraising listed Vas as CTO (**EXHIBIT 6** at p. 9).

25. Snape signed emails to potential investors on behalf of herself and Vas.

26. Thirty-five percent (35%) of \$12,000,000.00 is \$4,200,000.00.

27. On July 27, 2022, Snape emailed with counsel for Company, Austin Harms at Perkins Coie LLP to, among other matters, properly document the Co-Founders' ownership interests in the Company, with Vas at thirty-five percent (35%) and Snape at sixty-five percent (65%) (**EXHIBIT 7**).

28. In that same July 27, 2022 email, Snape confirmed that Vas was "to have a Board seat."

29. For the duration of the period during which Vas was to build, and was building, the Company's prototype, Vas dedicated tremendous professional efforts toward same, consistently working seven (7) day work weeks, including late nights and early mornings.

30. During the month of August, which Snape had represented was the month in which the pre-seed round was to close, Snape and her fiancé were in Italy.

31. Vas worked additional odd hours to accommodate the time zone difference between he and Snape while she was in Europe.

32. On many occasions, Snape missed calls or did not return calls with Vas, despite Vas making efforts to wake up extra early to connect with Snape.

33. Vas' eighty-two-year-old father pulled Vas aside in August to plead with Vas to stop working so much.

34. Given the demanding nature and amount of work, as well as the anticipated demands of prospective clients of the Product, Vas brought on an additional engineer, Li Jie Ye ("Leaf Ye"), based out of Elmhurst, Queens.

35. Because Leaf Ye and Vas knew one another before Vas commenced work with the Company, Leaf Ye agreed to work at a substantially reduced rate of \$45.00 per hour.

36. The Company paid \$25.00 per hour of Leaf Ye's fees, and Vas paid the difference out of his own pocket, which ultimately totaled \$1,200.00, plus payment processing fees, bringing the total to \$1,235.70 (**EXHIBIT 8**).

37. On August 15 and 22, respectively, of 2022, Snape marked Vas' deliverables under the Agreement "DONE" in a tracking sheet in Google Sheets (**EXHIBIT 9, EXHIBIT 10**).

38. As the end of August approached, the fundraising round had not been closed.

39. On August 28, 2022, Snape, without consulting Vas, went back into the Google Sheet and removed copy that indicated that deliverables were "DONE" (**EXHIBIT 11**).

40. In late August, Vas asked Snape multiple times about the status of fundraising.

41. Snape refused to disclose specifics regarding fundraising to Vas.

42. Snape failed to close the pre-seed financing round by August 31, 2022.

43. Snape called a meeting, which she referred to as a “Board Meeting” for the Company for September 1, 2022.

44. In attendance at the meeting were Snape, Vas, Snape’s father Allan Snape, and Snape’s friend Peter Ngunyi.

45. At no point prior to that meeting did Snape ever disclose to Vas that Allan Snape or Peter Ngunyi were members of the Company’s board or holders of board observer status.

46. To date, Snape has not furnished Vas with any documentation indicating that Allan Snape or Peter Ngunyi are, or ever were, members of the Company’s board or board observers allowed to attend meetings.

47. For that meeting, however, Snape prepared a “Workplan” slide deck (**EXHIBIT 12**), with the above-referenced attendees listed (p.1), listing Peter Ngunyi as an “Advisor” (p. 9), and listing Vas as “CTO (p. 8).

48. Those slides also showed a \$6,000.00 per month salary line item for Vas (p. 6) for the remainder of 2022, which Snape and Vas has agreed upon as being an appropriate interim measure, leading up to payment of Vas’ full salary, as agreed, at the start of 2023.

49. Those slides also showed on the “Milestones” page (p. 4) “Vas to manage build” under the “Products” section.

50. At that meeting, Snape, in a stark reversal from her prior praise for Vas’ work, criticized Vas’ work.

51. Snape’s father and friend voiced their support for Snape at that meeting.

52. Thereafter, at that same meeting, Snape casually announced that she would be moving the close of the financing round to January of 2023.

53. Following the September 1 meeting, after Snape's month away in Italy and London, Snape asked Vas to meet her for dinner on September 8, 2022, which Vas did **(EXHIBIT 13)**.

54. At that dinner, Snape told Vas that she wanted to move Vas to a different role but did not provide details regarding the scope of work, compensation details, or detailed nature of the role, except that Snape indicated that the role would not be one of a C-level executive.

55. Vas asked Snape to present a formal offer for him to evaluate if there was to be a change to their Agreement.

56. On September 9, 2022, Snape sent Vas an email outlining the basic parameters of her offer **(EXHIBIT 14)**, noting that she had "identified a team" to support Vas, and further noting that such team would (a modal auxiliary verb indicating possibility, not certainty) be subcontracted to leave open the possibility of retaining or not retaining their services for more than three (3) months.

57. That offer would change Vas' title to "Senior Developer," change his compensation to \$5,000.00 per month, and change his equity ownership interest in the Company to four percent (4%).

58. On September 11, 2022, Vas replied via email advising that he would get back to her with a "careful and thoughtful response" by the end of the week, September 16, 2022 **(EXHIBIT 15)**.

59. On September 11, 2022, without warning, Snape revoked Vas access to the Company's website domain on GoDaddy **(EXHIBIT 16)**.

60. A few minutes later, on September 11, 2022, Snape requested that Vas give her a response by end of day on Tuesday, September 13, 2022 and advised that she plan on taking “kick off” calls without Vas on September 12 and 13 (**EXHIBIT 17**).

61. On September 13, 2022, Vas asked Snape via email if Snape could explain current expectations for the new role, including responsibilities and deliverables, as well feedback on prior documentation (**EXHIBIT 18**).

62. On September 13, 2022, Snape replied via email, noting that she believed Vas to be “an incredible asset” and providing some specifics regarding the proposed role (**EXHIBIT 19**).

63. On September 14, 2022, Snape sent Vas an email stating “[A]s you know, we kicked off with the contracted new development team today.” (**EXHIBIT 20**).

64. Vas was unaware that a new team had been contracted; only a few days prior, Snape had indicated that she had “identified” but not hired or otherwise contracted with any team.

65. In Snape’s September 14, 2022 email, she criticized certain technical aspects, apparently attributable to Vas, stating that “the team will re-start the entirety of the build process.”

66. Snape went on to state that “the period of time for the new offer has expired and as agreed in our documentation, we kindly ask for you to hand over all company documents, credentials and assets within 48 hours.”

67. Vas replied on September 14, 2022 to stated that while Snape had expressed a “hope” for a quick response, no deadline was ever specified; Vas went on to ask where Snape’s

alleged 48 hour period was codified and what credentials she sought from him, as Snape was on all of the accounts. **(EXHIBIT 21)**.

68. Snape replied with the copy from her September 11, 2022 email, “if you could let me know by Tuesday EOD, that would be great.” **(EXHIBIT 22)**.

69. On September 16, 2022, Vas replied via email to Snape advising her of the following:

- a. That per the terms of their Agreement, Vas was CTO and co-founder of the Company, a holder of a thirty-five percent (35%) equity ownership interest therein, a board member, and entitled to an annual salary of \$150,000.00;
- b. That Snape’s suggestions or claims of unresponsiveness by Vas were incorrect, as Snape had either failed to invite Vas to certain meetings or simply cancelled them **(EXHIBIT 23)**;
- c. That Vas did not respond to someone named “Peter” because said person did “not have any official role at the company.”;
- d. That Vas was unaware of the start of the new tech team;
- e. That Vas had responded to Snape in a timely fashion; and
- f. That Vas stood ready, willing, and able to fulfill his role as CTO and co-founder but was open to a conversation regarding amicable dissolution of their working relationship.

70. Vas received no reply to that September 16, 2022 email.

71. As of the date of this filing, Snape’s LinkedIn profile continues to show her current title as “Founder” at “Stealth” from “2022 – Present” and a current location of New York, New York **(EXHIBIT 24)**.

72. “Stealth” is also reflected on Vas’ LinkedIn as his current company (**EXHIBIT 25**), a change Snape required Vas to make.

73. “Stealth” is a company name often used by start-ups to indicate that the company’s name or business has yet to be announced to the general public.

AS AND FOR PLAINTIFF’S FIRST CAUSE OF ACTION
BREACH OF CONTRACT

74. Plaintiff repeats and re-alleges each and every allegation set forth hereinabove inclusive, with the full force and effect as if set forth at length herein.

75. Pursuant to the Agreement, Vas is the Co-Founder, CTO, and board member of the Company.

76. Vas fully performed under the Agreement.

77. Vas stands ready, willing, and able to continue performing under the Agreement.

78. Snape failed to perform her obligations under the Agreement.

79. Snape failed to raise a pre-seed financing round of up to \$1,000,000.00 on or before August 31, 2022.

80. Neither Snape nor the Company issued the agreed-upon thirty-five percent (35%) equity ownership interest in the Company to Vas.

81. Snape actively locked Vas out of, or terminated or suspended, company accounts Vas used to fulfill his obligations under the Agreement.

82. Neither Snape nor the Company have paid Vas in salary or otherwise for any of the work Vas has produced to date.

83. As a result of Defendants’ breaches of the Agreement, Vas has suffered damages and continues to suffer damages, including, without limitation, lost earnings, lost opportunities, loss

of value, loss of property, and reputational harm in an amount to be determined at trial, but a minimum of \$4,357,235.70.

AS AND FOR PLAINTIFF'S SECOND CAUSE OF ACTION
FRAUDULENT INDUCEMENT

84. Plaintiff repeats and re-alleges each and every allegation set forth hereinabove inclusive, with the full force and effect as if set forth at length herein.

85. In April of 2022, Snape represented to Vas that Snape would raise \$1,000,000.00 on or before August 31, 2022 for the Company.

86. That representation was false, and Snape knew that representation to be false.

87. In April of 2022, Snape represented to Vas that Vas would receive a thirty-five percent (35%) equity ownership interest in the Company.

88. That representation was false, and Snape knew it to be false.

89. In April of 2022, Snape represented to Vas that Vas would receive a salary for his role as CTO of \$150,000.00, to be paid commencing at the start of 2023, post-raise.

90. That representation was false, and Snape knew it to be false.

91. Snape made the above representations to induce Vas to rely on those representations, so that Vas would dedicate his professional efforts to the Company and build the Product for the Company.

92. Vas actually relied on Snape's representations.

93. Vas did not know that Snape's representations were false.

94. Vas built the Product for the Company and devoted substantial time and efforts to working for, and on behalf of, the Company, based on Snape's representations.

95. Vas executed the Deed based on Snape's false representations.

96. Vas relied on those representations and built the Product for the Company

97. As a result of Snape's fraudulent inducement, Vas has suffered damages and continues to suffer damages, including, without limitation, lost earnings, lost opportunities, loss of value, loss of property, and reputational harm in an amount to be determined at trial, but a minimum of \$4,357,235.70.

AS AND FOR PLAINTIFF'S THIRD CAUSE OF ACTION
CONVERSION

98. Plaintiff repeats and re-alleges each and every allegation set forth hereinabove inclusive, with the full force and effect as if set forth at length herein.

99. Vas has a thirty-five percent (35%) equity interest in the Company.

100. Snape failed to fulfill her obligations under the Agreement, individually and on behalf of the Company.

101. The Deed is invalid.

102. Vas owns or has a present right to possess his own work product and intellectual property he created.

103. Snape has exercised dominion and control over certain intellectual property belonging to Vas.

104. Snape has intentionally interfered with Vas' intellectual property and rights thereto and therein.

105. On information and belief, Snape has altered, modified, or transferred certain intellectual property belonging to Vas out of the Company.

106. Snape has deprived Vas of possession or use of the intellectual property in question.

107. Snape's interference and deprivation have caused Vas to suffer damages and to continues to suffer damages, including, without limitation loss of value, loss of property, and reputational harm in an amount to be determined at trial, but a minimum of \$4,200,000.00.

AS AND FOR PLAINTIFF'S FOURTH CAUSE OF ACTION
BREACH OF FIDUCIARY DUTY

108. Plaintiff repeats and re-alleges each and every allegation set forth hereinabove inclusive, with the full force and effect as if set forth at length herein.

109. Snape is a director of the Company and, as such, has fiduciary duties to the Company and to its shareholders.

110. Vas is a shareholder of the Company.

111. Snape unilaterally and improperly forced Vas out of the Company and prevented him from accessing Company materials and property belonging to Vas.

112. Snape, accordingly, has exposed the Company to legal liability and potential related expense.

113. Snape unilaterally diverted Company property to herself and unnamed persons and/or entities outside of the Company.

114. As a shareholder, Vas has suffered, and continues to suffer, damages including, without limitation loss of value, loss of property, and reputational harm in an amount to be determined at trial, but a minimum of \$4,200,000.00.

AS AND FOR PLAINTIFF'S FIFTH CAUSE OF ACTION
QUANTUM MERUIT – ALTERNATIVE PLED TO FIRST CAUSE OF ACTION

115. Plaintiff repeats and re-alleges each and every allegation set forth hereinabove inclusive, with the full force and effect as if set forth at length herein.

116. From April of 2022 through September of 2022 when Snape terminated Vas' access to certain Company resources, including Vas' Company email address, Vas performed development services for Snape and the Company and produced considerable work Product in good faith for, and on behalf of, Snape and the Company.

117. Snape and the Company accepted scuh work product, enjoyed the benefits of Vas' work product and, to date, retain Vas' work product.

118. On information and belief, Snape and the Company are presently using, adapting, modifying, or otherwise building on Vas' work product.

119. Snape and the Company requested that Vas produce his work product and turn over same to, and for the benefit of, Snape and the Company.

120. Snape and the Company accepted Vas' work product voluntarily and without coercion.

121. Snape and the Company have retained Vas' work product.

122. Vas expected to be compensated with a thirty-five percent (35%) equity ownership interest in the Company.

123. Vas executed a Deed to assign his work product and which was to be the owner of that work product, such that Vas would, in essence, continue to own a thirty-five percent (35%) interest in his work product.

124. In addition to a thirty-five percent (35%) equity grant, Vas expected to be compensated at a rate of at least \$150,000.00 per annum, as was promised by Snape.

125. Vas dedicated many, many hours, including late nights, early mornings, and weekends to producing the work product.

126. The reasonable value for comparable work and hours expended by a similarly-skilled developer in the United States would far exceed the \$150,000.00 per annum base salary promised to Vas before consideration of the value of the thirty-five percent (35%) equity grant.

127. Snape and the Company have failed to compensate Vas in any way for Vas' work.

128. In light of the foregoing, Vas has suffered, and continues to suffer, damages including, without limitation loss of value, loss of earnings, and reputational harm in an amount to be determined at trial, but a minimum of \$150,000.00.

AS AND FOR PLAINTIFF'S SIXTH CAUSE OF ACTION
UNJUST ENRICHMENT

129. Plaintiff repeats and re-alleges each and every allegation set forth hereinabove inclusive, with the full force and effect as if set forth at length herein.

130. Snape, the Company, and successor entities and/or individuals of the business of the Company, true names presently unknown, have been enriched by Vas' work product and efforts for and on behalf of the Company to date.

131. Such enrichment came at great personal expense to Vas, personally, temporally, and financially.

132. To permit Snape, the Company, and such unnamed parties to retain the fruits of Vas' labor would be against equity and good conscience.


133. In light of the foregoing, Vas has suffered, and continues to suffer, damages including, without limitation loss of value, loss of earnings, and reputational harm in an amount to be determined at trial, but a minimum of \$150,000.00.

134. In light of the foregoing, Vas has suffered, and continues to suffer, damages including, without limitation loss of value, loss of earnings, and reputational harm in an amount to be determined at trial, but a minimum of \$4,200,000.00.

WHEREFORE, Plaintiff, Srinivas Paruchuri, demands judgment as follows:

1. With respect to the FIRST CAUSE OF ACTION, damages in an amount to be determined at trial, but a minimum of \$4,357,235.70, plus consequential damages and attorneys' fees.
2. With respect to the SECOND CAUSE OF ACTION, damages in an amount to be determined at trial, but a minimum of \$4,357,235.70.
3. With respect to the THIRD CAUSE OF ACTION, damages in an amount to be determined at trial, but a minimum of \$4,200,000.00.
4. With respect to the FOURTH CAUSE OF ACTION, damages in an amount to be determined at trial, but a minimum of \$4,200,000.00.
5. With respect to the FIFTH CAUSE OF ACTION, damages in an amount to be determined at trial, but a minimum of \$150,000.00.
6. With respect to the SIXTH CAUSE OF ACTION, damages in an amount to be determined at trial, but a minimum of \$4,200,000.00.
7. Appropriate interest, the costs and disbursements of this action, and such other and further relief as the court deems just and proper.

Dated: New York, New York
October 25, 2022

By: 
MOSS & MOSS LLP
BRANDON MCKENZIE
Moss & Moss LLP
381 Park Avenue South
Suite 1220
New York, New York 10016
Tel.: 212 644-1000
Email: bmckenzie@mossandmoss.com

22 of 22

EXHIBIT 1

Department of State: Division of Corporations

Allowable Characters

HOME

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number: 6587508 Incorporation Date / Formation Date: 2/2/2022 (mm/dd/yyyy)
Entity Name: RE.IMAGIN, INC.
Entity Kind: Corporation Entity Type: General
Residency: Domestic State: DELAWARE

REGISTERED AGENT INFORMATION

Name: THE CORPORATION TRUST COMPANY
Address: CORPORATION TRUST CENTER 1209 ORANGE ST
City: WILMINGTON County: New Castle
State: DE Postal Code: 19801
Phone: 302-658-7581

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like ☐ Status ☐ Status, Tax & History Information

Submit

View Search Results

New Entity Search

For help on a particular field click on the Field Tag to take you to the help area.

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EXHIBIT 2

STUDENT NEW YORK COUNTY CLERK 11/10/2022 06:57 PM
 NYSDJP DOC. NO. 1

10/25/22
 RECEIVED

		FY 2022E	FY 2023E	FY 2024E	FY 2025E	FY 2026E	FY 2027E	Total
Headcount								
CEO	\$ 150,000	-	1.0	1.0	1.0	1.0	1.0	1.0
CTO	\$ 150,000	-	1.0	1.0	1.0	1.0	1.0	1.0
Head of Product	\$ 220,000	-	1.0	1.0	1.0	1.0	1.0	1.0
Data Scientist	\$ 140,000	-	4.0	11.0	37.0	73.0	157.0	157.0
Customer Success	\$ 85,000	-	1.0	3.0	10.0	19.0	38.0	38.0
Support	\$ 65,000	-	1.0	3.0	3.0	5.0	8.0	8.0
Sales	\$ 65,000	-	1.0	3.0	10.0	19.0	38.0	38.0
Marketing	\$ 55,000	-	1.0	3.0	5.0	5.0	5.0	5.0
Technician	\$ 85,000	-	4.0	17.0	53.0	106.0	212.0	212.0
Total		-	15.0	43.0	121.0	230.0	461.0	461.0
Inflation increase		4%						
CEO		-	1	2	3	4	5	
CTO		-	156,000	162,240	168,730	175,479	182,498	182,498
Head of Product		-	156,000	162,240	168,730	175,479	182,498	182,498
Customer Success		-	228,800	237,952	237,952	237,952	237,952	237,952
Support		-	88,400	275,808	919,360	1,746,784	3,493,568	3,493,568
Marketing		-	67,600	210,912	210,912	351,520	562,432	562,432
Implementation Cost Headcount		-	57,200	178,464	297,440	297,440	297,440	297,440
Technician		-	353,600	1,562,912	5,067,512	10,135,025	20,270,049	20,270,049
Data Scientist		-	582,400	1,665,664	5,602,688	11,053,952	23,773,568	23,773,568
Sales		-	67,600	210,912	703,040	1,335,776	2,671,552	2,671,552
Implementation Cost	\$	-	\$ 1,003,600.00	\$ 3,439,488.00	\$ 11,373,240.32	\$ 22,524,752.64	\$ 46,715,169.28	
All Employee Cost	\$	-	\$ 754,000.00	\$ 1,227,616.00	\$ 2,003,123.20	\$ 2,984,653.57	\$ 4,956,387.87	

Don't double count here. In purple are people cost covered by implementation

EXHIBIT 3

Confidentiality and IP Assignment Deed

Prepared for: Srinivas Paruchuri

Date: April 11, 2022

--	--

Date: April 11 2022

Parties

- 1 Srinivas Paruchuri of 25 Forest Street Apt 7J Stamford CT 06901 (Assignor)
 - 2 **Re.imagin Inc.** of 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801 (**Company**)
-

Background

- A The Assignor has created and developed certain Intellectual Property Rights to be used by Company, and may continue to create and develop Intellectual Property Rights for Company from time to time.
- B Against this background, the Assignor acknowledges that the Company is the sole owner of the Business IP and associated Confidential Information, and has agreed to:
 - (i) formalise the assignment of the Business IP and associated Confidential Information to Company; and
 - (ii) affirm non-disclosure and undertake not to disclose the Confidential Information on the terms of this deed.

The parties agree

1. Defined terms and interpretation

1.1. Definitions

In this deed:

Company Business means the business of the Company and its related companies as at the date of this deed as modified from time to time.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in the United States.

Business IP means all Intellectual Property Rights relating to the Company Business which the Assignor:

- 1.1.1. has developed or created;
- 1.1.2. has contributed to the development or creation of; or
- 1.1.3. will (on and from the date of this deed) create, develop or contribute to the development or creation of,

including without limitation the works listed in Annexure A.

Confidential Information means:

- 1.1.4. the Business IP and all associated confidential information related to the Business IP;
- 1.1.5. all confidential information related to the Company Business held by the Assignor;
- 1.1.6. all confidential information which the Assignor becomes aware of or generates in connection with the Company Business;
- 1.1.7. notes and other records prepared by the Assignor based on or incorporating the information referred to in any of paragraphs 1.1.1. to 1.1.5.;
- 1.1.8. all information, notes, records and copies of the same referred to in any of paragraphs 1.1.1. to 1.1.5. whether or not in material form and whether disclosed before or after the date of this deed; and including the terms of this deed and all ideas, concepts, research, methodologies, processes, trade secrets, know-how, technical information, marketing information, software, intellectual property or information regarding product, marketing, financial affairs or business methods of the Company, but excluding any information that:
 - 1.1.8.1. becomes generally available to the public other than because of a breach of this deed by the Assignor;
 - 1.1.8.2. was known to the Assignor on a non-confidential basis before [April 4 2022];
 - 1.1.8.3. is obtained from a third party who has no obligation of confidentiality to the Company; or
 - 1.1.8.4. is independently developed without breach of this deed.

Effective Date means [April 11, 2022].

Intellectual Property Rights means all industrial and intellectual property rights of whatever nature throughout the world conferred under statute, common law or equity, whether existing now or at any time in the future, and includes rights in respect of or in connection with inventions (including patents), formulae, databases, business processes and methods, trade marks, service marks, business names, trade names, domain names, designs, Confidential Information, trade secrets and know-how and similar industrial and intellectual property rights, copyright materials whether or not registered or registrable, and includes the right to apply for or renew registration of such rights; and includes any derivative works or other modifications, add-ons, enhancements or improvements to the rights referred to above.

Moral Rights means moral rights within the meaning of Part IX of the *Copyright Act 1968* (Cth) and any analogous rights arising under statute that exist, or may come to exist, anywhere in the world.

1.2. Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

- 1.2.1. headings are for convenience only and do not affect the interpretation of this deed;
- 1.2.2. the singular includes the plural and vice versa;
- 1.2.3. where a word or phrase is given a meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 1.2.4. the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- 1.2.5. a reference to this deed includes all schedules and attachments to it;
- 1.2.6. a deed on the part of two or more persons binds them;
- 1.2.7. when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- 1.2.8. no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

2. Assignment and Delivery

2.1. Assignment of Business IP

As of the Effective Date, the Assignor hereby assigns to the Company (and the Company accepts assignment of), including by way of present assignment of future rights:

- 2.1.1. all of their right, title and interest in and to the Business IP and any associated Confidential Information, free of any encumbrances; and
- 2.1.2. all rights, claims, demands, causes of action, rights of action past, present and future that they may have arising out of or under the Business IP and any associated Confidential Information, including the right to sue for and recover and retain the same for the Company's own use and benefit, and the right to prosecute and continue all existing actions and suits for infringement of the Business IP and any associated Confidential Information for the sole use and benefit of the Company.

2.2. Acknowledgement

The Assignor acknowledges the Company is the legal owner of the Business IP and associated Confidential Information.

2.3. Delivery up

The Assignor agrees, at the Company's request, to promptly deliver to the Company any materials in their possession in which the Business IP or any other associated Confidential Information subsists.

2.4. Further assurances

The Assignor agrees, at the Company's request, to execute all documents and do all things necessary to:

- 2.4.1. give full effect to the subject matter of this deed;
- 2.4.2. perfect the Company's right, title and interest in and to the Business IP and any associated Confidential Information, including records on any public registers; and
- 2.4.3. if necessary, execute further assignment deeds to cover Business IP created in future.

3. Confidentiality

3.1. Assignor must keep Confidential Information confidential

Subject to clause 3.3., the Assignor must:

- 3.1.1. keep the Confidential Information confidential and not disclose any of the Confidential Information without the prior written consent of the Company;
- 3.1.2. not copy any document that contains Confidential Information or otherwise record or reproduce that Confidential Information in any material form, without the prior written consent of the Company;
- 3.1.3. not apply for, or assist any other person, directly or indirectly, to apply for any registered Intellectual Property Rights based on or utilising any part of the Confidential Information;
- 3.1.4. not contest or seek to invalidate any registrations for or applications to register Intellectual Property Rights that are based on or that utilise any part of the Confidential Information; and
- 3.1.5. not directly or indirectly exploit the Confidential Information in any way for the benefit, profit or advantage of the Assignor or any third party.
- 3.1.6. notify the Company and use its best endeavours to prevent or remedy any suspected or actual unauthorised disclosure of the Confidential Information upon becoming aware of that suspected or unauthorised disclosure;
- 3.1.7. following a request by the Company, immediately return or destroy all information or records relating to the Confidential Information and certify that no information or records are retained.

3.2. Assignor does not own Confidential Information

The Assignor acknowledges that the Company owns all Confidential Information created by Assignor in relation to the Company Business and this deed does not:

- 3.2.1. transfer to it any interest in the Confidential Information; or
- 3.2.2. oblige the Company to disclose any Confidential Information to the Assignor.

3.3. Disclosure of Confidential Information

If the Assignor is required by law to disclose the Confidential Information to a third party, the Assignor must:

- 3.3.1. notify the third party that the Confidential Information is confidential to the Company;
- 3.3.2. notify the Company of a requirement to disclose;
- 3.3.3. give the Company reasonable opportunity to take any necessary steps to protect the confidentiality of the Confidential Information; and
- 3.3.4. discloses no more than the minimum amount of the Confidential Information required to satisfy such law.

4. Moral Rights

- 4.1.1. To the extent permitted by law, the Assignor waives any Moral Rights they may have in the Business IP or associated Confidential Information.
- 4.1.2. The Assignor hereby irrevocably and unconditionally consents (to the fullest extent permitted by law - either present or future) to the Company doing all acts or omissions, whether occurring before or after the Assignor gives this consent, in relation to the Business IP, where any such acts or omissions would, apart from this consent, infringe the Assignor's Moral Rights subsisting in the Business IP or associated Confidential Information.

5. Warranties

The Assignor represents and warrants that:

- 5.1.1. it is the sole author, creator and owner of the Business IP and associated Confidential Information;
- 5.1.2. as at the date of this deed, the Assignor has not dealt with the Business IP, its associated Confidential Information, other Confidential Information or any of the rights in same in any manner which is inconsistent with the rights granted or its obligations under this deed;
- 5.1.3. the Business IP and associated Confidential Information do not infringe any Intellectual Property Rights or other rights of any third party.

- 5.1.4. the Business IP and associated Confidential Information is not subject to other assignment deeds or similar agreements.

6. Duties and taxes

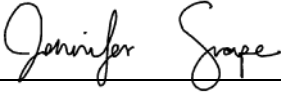


the Company will pay any stamp duty or other taxes payable on this deed, any instruments entered under this deed, or in respect of the subject matter of this deed.

7. General

- 7.1.1. This deed takes effect on and from the Effective Date.
- 7.1.2. The obligation of the parties under this deed will survive any termination or expiry of this deed or the engagement and continue in perpetuity.
- 7.1.3. Each party must pay its own costs and expenses of negotiating, preparing and executing this deed and any other instrument executed under this deed.
- 7.1.4. This deed may be executed in counterparts. All executed counterparts constitute one document.
- 7.1.5. A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms of this deed continue in force.
- 7.1.6. The Assignor acknowledges that monetary damages alone would not be adequate compensation to the Company for the Assignor's breach of its obligations under this deed and that specific performance of those obligations is an appropriate remedy.
- 7.1.7. Except as expressly provided in this deed, the rights of a party under this deed are in addition to and do not exclude or limit any other rights or remedies provided by law.

Execution page

Executed as a deed.

Signed, sealed and delivered by Re.imagin Inc. in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth) by:	
Signature of director 	
Name of director (print): Jennifer Snape	
Signed, sealed and delivered by the Assignor in the presence of:	
Signature of witness: 	Signature of Assignor 
Name of witness (print): Jennifer Snape	Name of Assignor (print) Srinivas Paruchuri

Schedule 1 - Business IP Details

Software/processes known as:

- (a) Re.imagin impact measurement and management software solution first created on or around March 2020;
- (b) Re.imagin Impact Linked Finance Tools first created on or around March 2020;
- (c) Re.imagin Survey Solutions first created on or around March 2020;
- (d) Re.imagin Board Solutions first created on or around March 2020;
- (e) Re.imagin Scorecard first created on or around March 2020;

including any and all specifications, materials relating to the software and all improvements, modifications, enhancements and adaptations.

Business Names, including unregistered trade names

Re.imagin Inc.	87-4802884	02-03-2022

Domain Names

www.reimag.in	Jennifer Snape	Oct – 2026	Active	Jennifer Snape

Trade Secret, Knowhow, Confidential Information

re.imagin is the first cloud-based SaaS Platform that empowers enterprises to meet shareholder, stakeholder and regulatory requirements with the highest degrees of trust, transparency, and traceability. re.imagin embeds sustainability into practices, processes and governance systems.

Copyright (including software, algorithms)

Re.imagin IMM software v.1	March 2022

EXHIBIT 4

Confidentiality and IP Assignment Deed

Prepared for: Srinivas Paruchuri

Date: April 11, 2022

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Date: April 11 2022

Parties

- 1 Srinivas Paruchuri of 25 Forest Street Apt 7J Stamford CT 06901 (Assignor)
 - 2 **Re.imagin Inc.** of 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801 (**Company**)
-

Background

- A The Assignor has created and developed certain Intellectual Property Rights to be used by Company, and may continue to create and develop Intellectual Property Rights for Company from time to time.
- B Against this background, the Assignor acknowledges that the Company is the sole owner of the Business IP and associated Confidential Information, and has agreed to:
 - (i) formalise the assignment of the Business IP and associated Confidential Information to Company; and
 - (ii) affirm non-disclosure and undertake not to disclose the Confidential Information on the terms of this deed.

The parties agree

1. Defined terms and interpretation

1.1. Definitions

In this deed:

Company Business means the business of the Company and its related companies as at the date of this deed as modified from time to time.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in the United States.

Business IP means all Intellectual Property Rights relating to the Company Business which the Assignor:

- 1.1.1. has developed or created;
- 1.1.2. has contributed to the development or creation of; or
- 1.1.3. will (on and from the date of this deed) create, develop or contribute to the development or creation of,

including without limitation the works listed in Annexure A.

Confidential Information means:

- 1.1.4. the Business IP and all associated confidential information related to the Business IP;
- 1.1.5. all confidential information related to the Company Business held by the Assignor;
- 1.1.6. all confidential information which the Assignor becomes aware of or generates in connection with the Company Business;
- 1.1.7. notes and other records prepared by the Assignor based on or incorporating the information referred to in any of paragraphs 1.1.1. to 1.1.5.;
- 1.1.8. all information, notes, records and copies of the same referred to in any of paragraphs 1.1.1. to 1.1.5. whether or not in material form and whether disclosed before or after the date of this deed; and including the terms of this deed and all ideas, concepts, research, methodologies, processes, trade secrets, know-how, technical information, marketing information, software, intellectual property or information regarding product, marketing, financial affairs or business methods of the Company, but excluding any information that:
 - 1.1.8.1. becomes generally available to the public other than because of a breach of this deed by the Assignor;
 - 1.1.8.2. was known to the Assignor on a non-confidential basis before [April 4 2022];
 - 1.1.8.3. is obtained from a third party who has no obligation of confidentiality to the Company; or
 - 1.1.8.4. is independently developed without breach of this deed.

Effective Date means [April 11, 2022].

Intellectual Property Rights means all industrial and intellectual property rights of whatever nature throughout the world conferred under statute, common law or equity, whether existing now or at any time in the future, and includes rights in respect of or in connection with inventions (including patents), formulae, databases, business processes and methods, trade marks, service marks, business names, trade names, domain names, designs, Confidential Information, trade secrets and know-how and similar industrial and intellectual property rights, copyright materials whether or not registered or registrable, and includes the right to apply for or renew registration of such rights; and includes any derivative works or other modifications, add-ons, enhancements or improvements to the rights referred to above.

Moral Rights means moral rights within the meaning of Part IX of the *Copyright Act 1968* (Cth) and any analogous rights arising under statute that exist, or may come to exist, anywhere in the world.

1.2. Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

- 1.2.1. headings are for convenience only and do not affect the interpretation of this deed;
- 1.2.2. the singular includes the plural and vice versa;
- 1.2.3. where a word or phrase is given a meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 1.2.4. the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- 1.2.5. a reference to this deed includes all schedules and attachments to it;
- 1.2.6. a deed on the part of two or more persons binds them;
- 1.2.7. when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- 1.2.8. no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

2. Assignment and Delivery

2.1. Assignment of Business IP

As of the Effective Date, the Assignor hereby assigns to the Company (and the Company accepts assignment of), including by way of present assignment of future rights:

- 2.1.1. all of their right, title and interest in and to the Business IP and any associated Confidential Information, free of any encumbrances; and
- 2.1.2. all rights, claims, demands, causes of action, rights of action past, present and future that they may have arising out of or under the Business IP and any associated Confidential Information, including the right to sue for and recover and retain the same for the Company's own use and benefit, and the right to prosecute and continue all existing actions and suits for infringement of the Business IP and any associated Confidential Information for the sole use and benefit of the Company.

2.2. Acknowledgement

The Assignor acknowledges the Company is the legal owner of the Business IP and associated Confidential Information.

2.3. Delivery up

The Assignor agrees, at the Company's request, to promptly deliver to the Company any materials in their possession in which the Business IP or any other associated Confidential Information subsists.

2.4. Further assurances

The Assignor agrees, at the Company's request, to execute all documents and do all things necessary to:

- 2.4.1. give full effect to the subject matter of this deed;
- 2.4.2. perfect the Company's right, title and interest in and to the Business IP and any associated Confidential Information, including records on any public registers; and
- 2.4.3. if necessary, execute further assignment deeds to cover Business IP created in future.

3. Confidentiality

3.1. Assignor must keep Confidential Information confidential

Subject to clause 3.3., the Assignor must:

- 3.1.1. keep the Confidential Information confidential and not disclose any of the Confidential Information without the prior written consent of the Company;
- 3.1.2. not copy any document that contains Confidential Information or otherwise record or reproduce that Confidential Information in any material form, without the prior written consent of the Company;
- 3.1.3. not apply for, or assist any other person, directly or indirectly, to apply for any registered Intellectual Property Rights based on or utilising any part of the Confidential Information;
- 3.1.4. not contest or seek to invalidate any registrations for or applications to register Intellectual Property Rights that are based on or that utilise any part of the Confidential Information; and
- 3.1.5. not directly or indirectly exploit the Confidential Information in any way for the benefit, profit or advantage of the Assignor or any third party.
- 3.1.6. notify the Company and use its best endeavours to prevent or remedy any suspected or actual unauthorised disclosure of the Confidential Information upon becoming aware of that suspected or unauthorised disclosure;
- 3.1.7. following a request by the Company, immediately return or destroy all information or records relating to the Confidential Information and certify that no information or records are retained.

3.2. Assignor does not own Confidential Information

The Assignor acknowledges that the Company owns all Confidential Information created by Assignor in relation to the Company Business and this deed does not:

- 3.2.1. transfer to it any interest in the Confidential Information; or
- 3.2.2. oblige the Company to disclose any Confidential Information to the Assignor.

3.3. Disclosure of Confidential Information

If the Assignor is required by law to disclose the Confidential Information to a third party, the Assignor must:

- 3.3.1. notify the third party that the Confidential Information is confidential to the Company;
- 3.3.2. notify the Company of a requirement to disclose;
- 3.3.3. give the Company reasonable opportunity to take any necessary steps to protect the confidentiality of the Confidential Information; and
- 3.3.4. discloses no more than the minimum amount of the Confidential Information required to satisfy such law.

4. Moral Rights

- 4.1.1. To the extent permitted by law, the Assignor waives any Moral Rights they may have in the Business IP or associated Confidential Information.
- 4.1.2. The Assignor hereby irrevocably and unconditionally consents (to the fullest extent permitted by law - either present or future) to the Company doing all acts or omissions, whether occurring before or after the Assignor gives this consent, in relation to the Business IP, where any such acts or omissions would, apart from this consent, infringe the Assignor's Moral Rights subsisting in the Business IP or associated Confidential Information.

5. Warranties

The Assignor represents and warrants that:

- 5.1.1. it is the sole author, creator and owner of the Business IP and associated Confidential Information;
- 5.1.2. as at the date of this deed, the Assignor has not dealt with the Business IP, its associated Confidential Information, other Confidential Information or any of the rights in same in any manner which is inconsistent with the rights granted or its obligations under this deed;
- 5.1.3. the Business IP and associated Confidential Information do not infringe any Intellectual Property Rights or other rights of any third party.

- 5.1.4. the Business IP and associated Confidential Information is not subject to other assignment deeds or similar agreements.

6. Duties and taxes

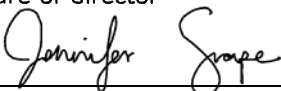

the Company will pay any stamp duty or other taxes payable on this deed, any instruments entered under this deed, or in respect of the subject matter of this deed.

7. General

- 7.1.1. This deed takes effect on and from the Effective Date.
- 7.1.2. The obligation of the parties under this deed will survive any termination or expiry of this deed or the engagement and continue in perpetuity.
- 7.1.3. Each party must pay its own costs and expenses of negotiating, preparing and executing this deed and any other instrument executed under this deed.
- 7.1.4. This deed may be executed in counterparts. All executed counterparts constitute one document.
- 7.1.5. A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms of this deed continue in force.
- 7.1.6. The Assignor acknowledges that monetary damages alone would not be adequate compensation to the Company for the Assignor's breach of its obligations under this deed and that specific performance of those obligations is an appropriate remedy.
- 7.1.7. Except as expressly provided in this deed, the rights of a party under this deed are in addition to and do not exclude or limit any other rights or remedies provided by law.

Execution page

Executed as a deed.

Signed, sealed and delivered by Re.imagin Inc. in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth) by:	
Signature of director 	
Name of director (print): Jennifer Snape	
Signed, sealed and delivered by the Assignor in the presence of:	
Signature of witness: 	Signature of Assignor
Name of witness (print): Jennifer Snape	Name of Assignor (print)

Schedule 1 - Business IP Details

Software/processes known as:

- (a) Re.imagin impact measurement and management software solution first created on or around March 2020;
- (b) Re.imagin Impact Linked Finance Tools first created on or around March 2020;
- (c) Re.imagin Survey Solutions first created on or around March 2020;
- (d) Re.imagin Board Solutions first created on or around March 2020;
- (e) Re.imagin Scorecard first created on or around March 2020;

including any and all specifications, materials relating to the software and all improvements, modifications, enhancements and adaptations.

Business Names, including unregistered trade names

Re.imagin Inc.	87-4802884	02-03-2022

Domain Names

www.reimag.in	Jennifer Snape	Oct – 2026	Active	Jennifer Snape

Trade Secret, Knowhow, Confidential Information

re.imagin is the first cloud-based SaaS Platform that empowers enterprises to meet shareholder, stakeholder and regulatory requirements with the highest degrees of trust, transparency, and traceability. re.imagin embeds sustainability into practices, processes and governance systems.

Copyright (including software, algorithms)

Re.imagin IMM software v.1	March 2022

EXHIBIT 5

FILED: NEW YORK COUNTY CLERK 11/10/2022 06:57 PM
NYSCEF DOC. NO. 6

INDEX NO. 6543114022
RECEIVED NYSCEF: 11/10/2022

Draft - Reimag.in Initial Investment Information



Jennifer Snape
jennifer@reimag.in
XXXX

We are delighted to have you join us as an initial investor in Reimag.in.

The terms are a \$12M valuation cap with a 20% discount and we've authorized a total raise of up to \$1M with \$500K already committed.

If all looks well, please e-sign the SAFE agreement. Wire instructions are outlined below. If it's possible to send the money by the end of the week, we would appreciate it. If not, please let us know a timeline that works better for you.

Recipient: Reimag.in, Inc.

Silicon Valley Bank
Bank ID (routing) #:
Account #:

Thank you.

Jenny & Vas

☐ Looks good to me. ☐ I accept the terms. ☐ Not interested.

543114022
11/10/2022 12:13 PM

EXHIBIT 6

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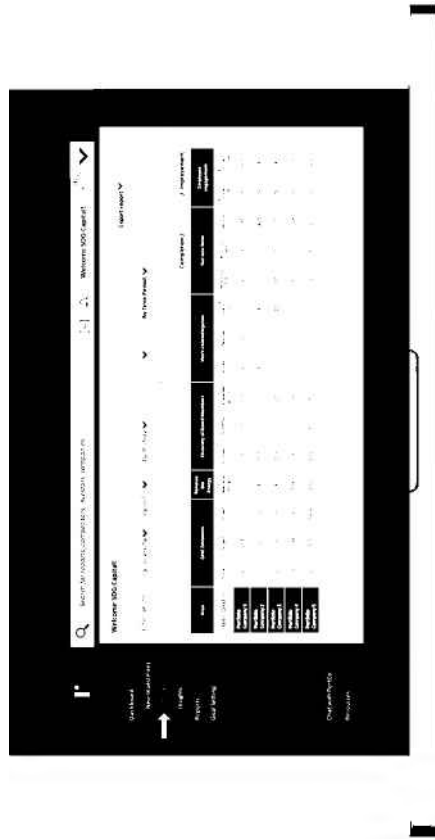
Driving transparency
in private markets

June 2022

About us

Reimag.in is the first business intelligence solution for your ESG and Impact needs.

We make ESG measurement and reporting simple, so that investors and operators can focus on management and improvement.



reimag.in

Problem

Reporting frameworks have saturated the market yet fit for purpose tools do not exist.

Chaotic & Confusing	Wildly Expensive	Lacking Transparency
>450 ESG reporting frameworks	Manual process prone to human error	Poor Data Quality
No standardized reporting	Highly inefficient; duplication of work	Inexistent communication amongst stakeholders

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Market

Representing a \$10B opportunity today.

Asset
Owners

- 6,000 Public Pensions US⁸ (\$3M)
- 7,300 Family Offices⁶ (\$2M)

Asset
Managers

- 3,500 Private Equity Funds⁴ (\$2M)
- 3,000 Venture Capital Funds⁵ (\$1M)

\$10B USD

Companies

- 150,000 Companies*⁷ (\$3M)

* with more 250 employees

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Solution

Reimag.in empowers enterprises and investors to meet stakeholder, shareholder, and regulatory requirements with the highest degrees of transparency, traceability, and trust.

REGULATORS

AUDITORS

ASSET
OWNERS

ASSET
MANAGERS

COMPANIES



One verified source of truth

reimag.in

Power of the Platform

Aligning incentives and driving transparency



ASSET
OWNERS

Pension Fund launches
a decarbonization
strategy

ASSET
MANAGERS

Private Equity fund sets goal
of 20% reduction in emissions
during hold period

COMPANIES

Company performs first
supply chain assessment
to baseline emissions

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Methodology

Our solution is dynamic and actionable.

1 Data Collection & Retrieval



- ✓ Fully automated integration of data sources
- ✓ Verification & audit of performance data
- ✓ Automated regulatory reporting
- ✓ Framework agnostic approach
- ✓ Enhanced decision making through root cause analysis

2 Verification & Analytics

3 Integration

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Competitive Advantage

Existing solutions failed to meet expectations

Automated & verified

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novata

Proof of Impact

Measurement, Reporting

net purpose

Integrated with Board & Mgmt



Manual & self-reported

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Team



Jennifer Snape, CEO

- Founder, Drivers of Impact
- Impact Specialist, Bain Capital
- Founding Team Member, United Nations Development Program SDG Impact
- UN Delegate, IMP Structured Network
- Risk Advisory Financial Services, PwC



Dr. Vas Paruchuri, CTO

- CTO, LiftRocket
- Automation Tech Lead, Coverwallet
- Emerging Markets Portfolio Manager, Millennium Management and HSBC Asset Management
- Co-Founder, Magick Data Sciences



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Progress to date

Founder-market fit led to great customer development	Designed initial product	Launched pilot	Raising pre-seed round
We deeply understand the pain point and know the customer. Talked with 20 VCs and PEs, and identified ideal first customers across AO, AM, enterprise.	Built a prototype to test functionality with users. Began collecting data and building database.	Identified three pilot users who have significant ESG reporting needs. The business case builds to \$500K+ ARR. Most brands we met are leaning in, and that funnel is worth ~\$20M ARR.	We bootstrapped to this point on \$35K, and are now looking for the right institutional partner. The fundraise will support the team that will onboard 10 customers in 12 months. To get to \$1M ARR, we need 8 customers.

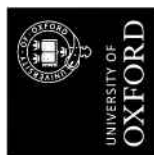
We're piloting with
customers and partners
across the globe



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Endorsed by leaders in
the impact community

Supported by leading standard
setters and industry bodies in the
impact community



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‘Business as usual’ has evolved.

We make impact management and governance effortless for companies.

EXHIBIT 7

From: Jennifer Snape < >
 Date: Wednesday, July 27, 2022 at 5:55 PM
 To: "Harms, Austin M. (SFO)" < >
 Cc: Vas Paruchuri < >
 Subject: Re: Introducing Reimag.in

Hi Austin,

Thank you. Yes, to confirm could we structure as the Holding Company and the US Operating Company. I've added some comments in blue below.

Thank you,
 Jenny

On Wed, Jul 27, 2022 at 5:53 PM Harms, Austin M. (SFO) <

> wrote:

Jenny – ok, great. To confirm, do you still want to drop a US operating sub now like the diagram shows or is the idea to have Reimag.in be the operating company now and then can be the parent of the UK sub down the road?

Responses to your other questions in red:

- At the time of incorporation, the name was Re.imagin Inc. As you'll see, we have an EIN number and an SVB bank account. How difficult would it be to change the name to Reimag.in Inc? We would like to close our F&F round in the next few weeks. Will it be more complicated to change the name afterwards?
- Current documentation (with Thompson Hine) contemplated an ESOP plan. I don't believe this was executed. We wanted to confirm whether additional hires are typically granted shares or stock options (e.g., we hire a Chief of Staff and would like to award 1% -- is this awarded as shares or stock options?).

- Vas to receive 33%, Jenny to maintain 67%.
- Vas to have a Board seat.

Austin Harms | Perkins Coie LLP

ASSOCIATE

D. +1.415.344.7017

E. AHarms@perkinscoie.com

Firm Bio | LinkedIn

EXHIBIT 8



Li Jie Ye
August 1, 2022 . Money Sent

- \$617.70

Paid with

Apple Card \$617.70
(MasterCard Credit Card x-1978)
You'll see "PAYPAL *lijieye2004"
on your card statement.

Transaction ID

1ES50201U80696812

Contact info

Message Li Jie Ye

Details

Sent to Li Jie Ye	\$600.00
Fee	\$17.70
Total	\$617.70



Li Jie Ye

July 24, 2022 . Money Sent

- \$309.00

Paid with

Apple Card \$309.00
(MasterCard Credit Card x-1978)
You'll see "PAYPAL *lijieye2004"
on your card statement.

Transaction ID

45074606F7651552P

Contact info

Message Li Jie Ye

Details

Sent to Li Jie Ye	\$300.00
Fee	\$9.00
Total	\$309.00



Li Jie Ye
July 19, 2022 . Money Sent

- \$309.00

Paid with

Apple Card \$309.00
(MasterCard Credit Card x-1978)
You'll see "PAYPAL *lijieye2004"
on your card statement.

Transaction ID

1GT52072AV7240613

Contact info

Message Li Jie Ye

Details

Sent to Li Jie Ye	\$300.00
Fee	\$9.00
Total	\$309.00

EXHIBIT 9

EXHIBIT 10

EXHIBIT 11



<https://dev.reimag.in/portco-onboard/step1a>

Jennifer Snape
Considered DONE

<https://dev.reimag.in/portco-onboard/step1b>

Comments:

Considered DONE

<https://dev.reimag.in/portco-onboard/step2a>

Comments:

Date of Incorporation *

08/15/2022



Version history

Edit 1 of 2



All versions

August 28, 4:46 AM
✚ Shantanu Bahadure

August 28, 4:45 AM
✚ Shantanu Bahadure

August 28, 4:44 AM
✚ Shantanu Bahadure

August 28, 4:44 AM
✚ Shantanu Bahadure

August 28, 4:43 AM
✚ Shantanu Bahadure

August 28, 3:50 AM
● Jennifer Snape

August 26, 5:50 AM
● Jennifer Snape

▼ August 22, 2:11 AM
● Jennifer Snape

August 22, 2:10 AM
● Jennifer Snape

August 22, 2:08 AM

✓ Show changes

EXHIBIT 12

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Discussion: Q4 '22 – Q2 '23 Workplan

Attendees:

Jennifer Snape
Vas Paruchuri

Allan Snape
Peter Ngunyi

August 2022

Workplan Strategy and Overview

Agenda

- Proposed Milestones
- KPIs
- Product Roadmap
- Budget for GTM product development
- Team
- Advisors
- Capitalization Strategy (Peter)

Appendix

- Workstream Detail

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Product Roadmap

For Jan 2023, we would have Diligence, Company and Investor products ready.



Reimag.in Diligence™

Reimag.in Company™

Onboarding

Dashboard

Modules

Reimag.in Investors™

Onboarding

Company Profile Card

Dashboard

Reimag.in Boards™

Start

Version 1 Complete

Version 2 Complete

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Milestones

Below outlined goals to achieve before next funding round. Additional KPIs to be outlined in KPI achievement.

	Owner	2022												Notes
		Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr			
Products														
	Vas													Jenny to provide schematic and iteration
	Vas													Beth / Tatenda to challenge content
	Vas													Shantanu to provide design
	Vas													George to add HCD
	Vas													Vas to manage build
Comms														
	Jenny													JS/PN to manage comm strategy
	Jenny													JS to outline roles & responsibilities. Formalize group for January
	Jenny													JS to publish 4 pieces by Jan
	Jenny													3 PE funds on the platform
	Jenny													RA to review partnership
	Jenny													PN to negotiate contract
Fundraising														
														8/31 discussion
Partnerships														
	Jenny													JS / RA / PN to Formalize IWA, UNDP, BIA, BEE (2/4 by Jan)

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Milestones

At a later stage, we will develop KPIs around product traction / margin.

KPIs

Products

- Reimag.in Diligence™
- Reimag.in Company™
- Reimag.in Investors™
- Reimag.in Boards™
- Number of companies
 - Number of funds
 - Number of asset owners
 - Number of login credentials

Comms

- Website 2.0
- Number of views
 - % Conversion (views to booked demo)
 - % Conversion (demo to product)

Thought Leadership

- Number of pieces (output)
 - Number of views
 - Inbound due to research

Pilot Program

- 3 PE funds

Partnerships

- Value of partnerships

ILLUSTRATIVE

For discussion.
By November, I would like to commit to goals for Q1, Q2 2023.

Allan/Peter should challenge these goals.



GTM Product Cost [1/2]

Between now and January, it should cost \$150K to bring the three products to market.

	August	September	October	November	December	Notes / Comments:
Salaries						
Jenny						
Vas			6,000	6,000	6,000	6,000
Product Manager				5,000	5,000	5,000
Contract						
Little Planet - Shantanu			2,500	2,500	2,500	
Lijie (50%)		2,000	3,200			
George (HCD / UX)		3,200	2,000			
Ianson				6,000	6,000	6,000
Uzair (Website Design v2)			2,000			
Kainat (Social Media)				1,200	1,200	1,200
Tech 1			4,000	4,000	4,000	4,000
Tech 2			4,000	4,000	4,000	4,000
Business 1						
Operations 1						
Impact Specialist 1			2,500	2,500	2,500	2,500
Impact Specialist 2			2,500	2,500	2,500	2,500
Impact Specialist 3			2,500	2,500	2,500	2,500

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GTM Product Cost [2/2]

Between now and January, it will cost \$150K.

	August	September	October	November	December	Notes / Comments:
Tech Providers						
Codat						
Merge						
AWS	250	250	250	500	500	
Zoom	0	0	0	0	0	
Google	80	80	80	80	80	
Freshbooks	50	50	50	50	50	
GitLab		250	250	250	300	
SalesForce				150	300	
PitchBook						
Business Operations						
Perkins Coie						
Marketing/Branding						
Accounting			2,000	2,000	2,000	
Data Security						
Underwriting						
Office Space		500	500	500	500	
Miscellaneous						
Conferences				2,500		
Travel						
Monthly Cash Burn	5,580	22,830	31,830	39,730	32,430	

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Staffing against Workstreams

INDEX NO. 654311/2022
RECEIVED NYSCEF: 11/10/2022
Identified

- ☐ Budgeted, 2022 start
- ☐ Staff
- ☐ Proposal

Jenny
CEO

XXX
Product Manager

Vas
CTO

Comms Strategy

Impact Specialists

Product Design

Product Development

Peter
Web Design

Kainat Shah
Comms Analyst

Uzair
Branding

Manuela Fumurola
Asset Owner

Beth Larsen
Company Profile Cards

Tatenda Nyamuda
ESG Diligence Tool

George
Human Centered
Design

Shantanu
Product Design

Lijie
Front End
(July – Aug)

Resource 1
(Sept '22 – Feb '23)

Resource 2
(Sept '22 – Feb '23)

Resource 3
(Sept '22 – Feb '23)

**Vas to inform*

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Advisors



Impact Expertise

Founding Managing Partner of
Mondiale Impact

Chair of Climate Ready
Australia 2030

Member of a World Bank
Steering Group for Innovative
Finance

ADVISOR

OECD Social Impact Investing
Initiative
World Economic Forum Ideas to
Practice



PhD Business/Risk/Audit

Doctorate from the University of
Sydney

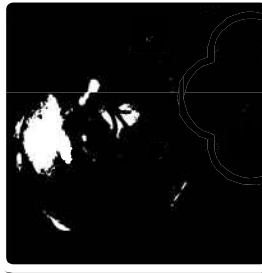
MD, Global Risk Institute Think
Tank

Adjunct Professor, Rotman School
of Management @ Univ. of
Toronto

Vice Chair of the Board of George
Brown College

ADVISOR

C-suites, Boards, and the
senior leadership globally



Software / Tech

All-Party Parliamentary Group on
Artificial Intelligence (APPG AI)

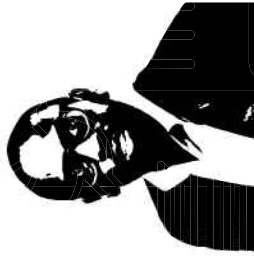
Chief Business Officer, Lifescore
Ambassador, Clinton Foundation

Co Founder, Tandem Bank

Non-executive Director, Tech
start-up in the wellness/ancestry
market

ADVISOR

MachineOS
London Irish Business Society



Advisory and Growth Strategy

Ceo EarlyBird Venture Lab

Founder - Global South Think
Tank

Member and Partner - Haram-
bean Alliance

President -BRCK 2018 Time top
50

ADVISOR

Markeforce - YC20/SOSV 21
WorkPay - YC 20
+20 other startups



Data and Partnerships

Managing Director - London
Stock exchange Group
accelerator

Managing Director- Thomp-
son Reuters Africa

Fintech women 2020

YPO

ADVISOR

Africa Leadership
Foundation
Model Q

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